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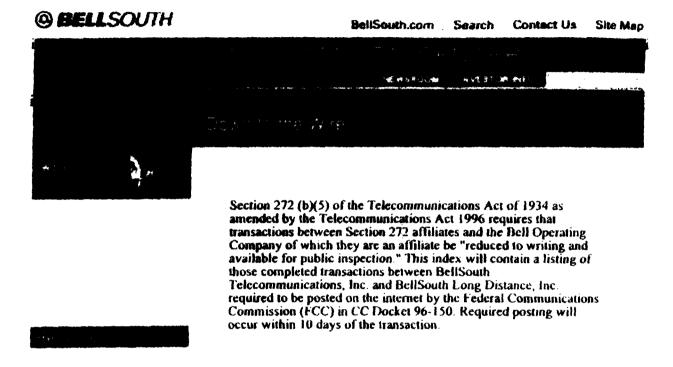
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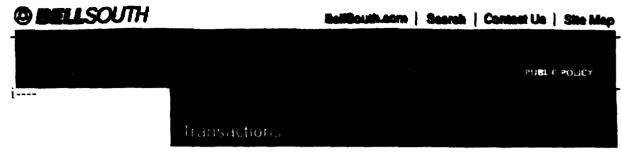
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Appendix A, Tab 26 Wentworth Affidavit, Exhibit LAW-4 Substitute entire exhibit.



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Public Policy Issues

Public Policy
Advertisements

Transactions Between
BellSouth
Telecommunications, Inc.
and BellSouth Long
Distance Inc.

Policy News Releases

Filings and Positions

Return to BellSouth Public Policy Page

This index contains a summary of past transactions and the text of agreements between BellSouth Long Distance, Inc. (BSLD) and BellSouth Telecommunications, Inc. (BST). Section 272 (a)(2) of Section 47 of the United States Code describes services that must be provided by an affiliate separate from a Bell Operating Company (BOC). BSLD is not currently performing any of the services described in Section 272(a)(2) and therefore is not subject to the requirements of Section 272, including Section 272(b)(5), which requires that transactions between a BOC and its Section 272 affiliate be "reduced to writing and available for public inspection." Accordingly, the postings to this site made at this time, before BSLD is subject to the obligations of Section 272, are made voluntarily and not pursuant to any legal requirement. At such time as BSLD is subject to the requirements of Section 272, this site will contain the postings required by the statute and applicable regulations.

Index of Transactions:

- IntraLATA Toli Resale Agreement
- Contract Provisions for BSLD Daily Usage File
- BST/BSLD Global Calling Card Trial Marketing and Sales
 Agreement
- Past Transactions
- Workbrief Agreements Regarding AIN Applications
- BeilSouth Telecommunications Fraud Management
 Services Market Trial Agreement
- Facility Use Agreement
- End to End Test Agreement
- End to End Test Agreement
- End to End Test Agreement
- Collocation Agreement By and Between BellSouth
 Telecommunications, Inc. and BellSouth Long Distance,
 Inc.
- The BellSouth Telecommunications Clearinghouse
 Operating Agreement for the Billing and Collection Service
 Package
- End to End Test Agreement

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Please read our LEGAL AUTHORIZATIONS & NOTICES



INTRALATA TOLL RESALE AGREEMENT

Transactions Between
BellSouth

Inc. and BellSouth Long
Distance Inc.

Filings and Positions

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BST"), a Georgia corporation, and BellSouth Long Distance, Inc. ("BSLD"), a Georgia corporation, and shall be deemed effective as of ______, 1998.

WITNESSETH

WHEREAS, BST is a local exchange telecommunications company authorized to provide telecommunications services, including IntraLATA toll services, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, BSLD is certificated to provide IntraLATA toll services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, BSLD desires to resell BST's IntraLATA toll; and

WHEREAS, BST has agreed to provide IntraLATA toll to BSLD for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BST and BSLD do hereby agree as follows:

L Term of the Agreement

- A. The term of this Agreement shall be two years beginning and shall apply to all of BST's serving territory as of January 1, 1996 in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee
- B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.
- C. The rates pursuant to which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the toll telecommunications service. The discount

rates shall be the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference.. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

- A. CLASS OF SERVICE means a description of telephone service furnished a subscriber in terms such as:
 - a. For Exchange Service:
 - (1) Grade of Line: Individual Line, 2-party line, 4-party line, etc., (See also "Primary Class of Service")
 - (2) Type of Rate: Flat rate, message rate or measured rate
 - (3) Character of Use: Business or Residence.
 - (4) Dialing Method: Touch-toneâ or Rotary
 - b. For Long Distance Service:
 - (1) Type of Call: Station-to-Station or Person-to-Person
- B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.
- C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BST.
- D. END USER means the ultimate user of the toll telecommunications services.
- E. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the toll telecommunications services.
- F RESALE means BSLD subscribes to the telecommunications services of BST and then reoffers those toll telecommunications services to the public (with or without "adding value").
- G. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which BSLD may offer resold toll telecommunications services.
- H TOLL TELECOMMUNICATIONS SERVICES mean intraLATA toll minus Extended Local Calling Plans to which the end user subscribes.

III. General Provisions

- A. BSLD may resell the Toll Telecommunications Services of BST subject to the terms, and conditions specifically set forth herein.
- B. The provision of services by BST to BSLD does not constitute a joint undertaking for the furnishing of any service.
- C. BSLD will be the customer of record for all IntraLATA toll services purchased from BST. Except as specified herein, BST will take orders from, bill and expect payment from BSLD for all services
- D. BST will continue to bill the end user for any services the end user receives directly from BST. BSLD end users could be BST end users

- E. BST maintains the right to serve directly any end user within the service area of BSLD. BST will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of BSLD.
- F. Neither party shall not interfere with the right of any person or entity to obtain service directly from the other party.
- G. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- H. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- I. BST can refuse service when it has grounds to believe that service will be used in violation of the law.
- J. BST accepts no responsibility to any person for any unlawful act committed by BSLD or its end users as part of providing service to BSLD for purposes of resale or otherwise.
- K. BST will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BSTs customers. Law enforcement agency subpoenas and court orders regarding end users of BSLD will be directed to BSLD. BST will bill BSLD for implementing any requests by law enforcement agencies regarding BSLD end users.
- L. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than BST shall not:
 - 1. Interfere with or impair service over any facilities of BST, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - 3. Impair the privacy of any communications; or
 - Create hazards to any employees or the public.
- M. BSLD assumes the responsibility of notifying BST regarding less than standard operations with respect to services provided by it
- N. Facilities and/or equipment utilized by BST to provide service to BSLD remain the property of BST.
- O. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- P. BST will provide customer record information to BSLD provided BSLD has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax or by electronic interface. BST will provide customer record information via US mail or fax on an interim basis only.
 - 1. BSLD agrees to compensate BST for all BST incurred expenses associated with providing such information to BSLD. BSLD will adopt and adhere to the BST guidelines associated with each method of providing customer service record information.

- 2. All costs incurred by BST to develop and implement operational interfaces shall be recovered from BSLD if they utilize the services.
- Q. All costs incurred by BST for providing services to BSLD that are not covered in the BST tariffs shall be recovered from BSLD if they utilize those services.

IV. BST's Provision of Services to BSLD

- A. BSLD agrees that its resale of BST services shall be as follows:
 - 1. With the exception of resale in Florida, the resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - 2. BSLD agrees to any joint marketing restriction, if applicable to BSLD, imposed by the Telecommunications Act of 1996.
- B. BST reserves the right to periodically audit services purchased by BSLD to establish authenticity of use. Such audit shall not occur more than once in a calendar year. BSLD shall make any and all records and data available to BST or BST's auditor's on a reasonable basis. BST shall bear the cost of said audit.
- C. Resold services can only be used in the same manner as specified in BST's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BST in the appropriate section of BST's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23 of BST's Tariff referring to Shared Tenant Service.
- D. BSLD may resell services only within those areas in which it is authorized to provide IntraLATA toll service.
- E. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- F. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

 BSLD is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BST name or trademark without prior written approval of BST

V. Maintenance of Services

- A. BSLD will adopt and adhere to the mutually agreed to standards contained in BST's Work Center Interface Agreement regarding maintenance and installation of service within sixty days of the execution of this Agreement.
- B. Services resold under BST's Tariffs and facilities and equipment provided by BST shall be maintained by BST.
- C. BSLD or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BST, other than by connection or disconnection to any interface means used, except with the written consent of BST.
- D. BSLD shall notify BST of situations BSLD is aware of that may

result in a service problem.

- E. All Repair calls to BSLD's end users will be handled pursuant to the Trouble Management Agreement between BST and BSLD.
- F. BSLD will contact the appropriate repair centers in accordance with procedures established by BST.
- G. For all repair requests, BSLD shall adhere to BST's prescreening guidelines prior to referring the trouble to BST.
- H. BST will bill BSLD if applicable, for handling troubles that are found not to be in BST's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BST charges to its retail customers for the same services.
- I. BST reserves the right to contact BSLD's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After BST receiving proof of BSLD's authorization to provide IntraLATA toll service from the appropriate regulatory agency, BSLD will provide the appropriate BST service center the necessary documentation to enable BST to establish a master account for BSLD. Such documentation shall include the Application for Master Account, proof of authority to provide toll telecommunications services, and a tax exemption certificate, if applicable.
- B. When notification is received from BSLD that a current customer of BST will subscribe to BSLD's service, standard service order intervals for the appropriate class of service will apply.
- C. BST will not require end user confirmation prior to establishing service for BSLD's end user customer. BSLD must, however, be able to demonstrate end user authorization upon request.
- D. BSLD will be the single point of contact with BST for all subsequent ordering activity resulting in additions or changes to resold IntraLATA toll services except that BST will accept a request directly from the end user for conversion of the end user's service from BSLD to BST or will accept a request from another IntraLATA toll service provider for conversion of the end user's service from BSLD to such IntraLATA toll service provider. BST will notify BSLD that such a request has been processed.
- E. If BST determines that an unauthorized change in IntraLATA toll service to BSLD has occurred, BST will reestablish service with the appropriate IntraLATA toll service provider and will assess BSLD, as the party initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to BSLD. These charges can be adjusted if BSLD provides satisfactory proof of authorization.
- F. In order to safeguard its interest, BST reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
 - 1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BST.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

- 2. If a security deposit is required, such deposit shall be made prior to the inauguration of service.
- 3. Such deposit may not exceed two months' estimated billing.
- 4. The fact that a deposit has been made in no way relieves BSLD from complying with BST's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BST providing for the discontinuance of service for non-payment of any sums due BST.
- 5.BST reserves the right to increase the deposit requirements when, in its sole judgment circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.In the event that BSLD defaults on its account, service to BSLD will be terminated and any deposits held will be applied to its account.
- 7.In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to BSLD during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to BSLD by the accrual date.

VII. Payment And Billing Arrangements

- A. When the initial service is ordered by BSLD, BST will establish an accounts receivable master account for BSLD.
- B. BST shall bill BSLD on a current basis all applicable charges and credits for IntraLATA toll services as stated in A18 of the General Subscriber Service Tariff.
- C. Payment of all charges will be the responsibility of BSLD.
 BSLD shall make payment to BST for all services billed. BST is not responsible for payments not received by BSLD from BSLD's customer. BST will not become involved in billing disputes that may arise between BSLD and its customer. Payments made to BST as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. BST will render bills each month on established bill days for each of BSLD's accounts.
- E. BST will bill BSLD, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BST. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a

Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in H. following, shall apply.

- G. Upon proof of tax exempt certification from BSLD, the total amount billed to BSLD will not include any taxes due from the end user. BSLD will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H. If any portion of the undisputed payment is received by BST after the payment due date as set forth preceding, or if any portion of the payment is received by BST in funds that are not immediately available to BST, then a late payment penalty shall be due to BST. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2.4 of the General Subscriber Service Tariff.
- I Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BST. No additional charges are to be assessed to BSLD.
- J BST will not perform billing and collection services for BSLD as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BST.

K End user billing disputes will be handled in accordance with the Billing and Collections Agreement between BST and BSLD.

VIII. Discontinuance of Service

- A. The procedures for discontinuing service to an end user are as follows:
 - 1. Where possible, BST will deny service to BSLD's end user on behalf of, and at the request of, BSLD. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of BSLD.
 - 2. At the written request of BSLD, BST will disconnect a BSLD end user customer.
 - 3. All requests by BSLD for denial or disconnection of an end user for nonpayment must be in writing.
 - 4. BSLD will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- B. The procedures for discontinuing service to BSLD are as follows:
 - 1. BST reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by BSLD of the rules and regulations of BST's Tariffs.
 - 2. If payment of account is not received by the bill day in the